

AFFILIATION AGREEMENT  
LOMA LINDA UNIVERSITY MEDICAL CENTER,  
LOMA LINDA PREVENTIVE MEDICINE MEDICAL GROUP  
AND  
SAN BERNARDINO COUNTY  
CENTER FOR EMPLOYEE HEALTH AND WELLNESS

**PART I BASIS AND PURPOSE OF THE AGREEMENT**

This Agreement made and entered into this 31<sup>st</sup> day of August 1999 by and between the County of San Bernardino (hereinafter referred to as "COUNTY") Center for Employee Health and Wellness (hereinafter referred to as "THE CENTER") and Loma Linda University Medical Center (hereinafter referred to as "LLUMC"), and Loma Linda Preventive Medicine Medical Group (hereinafter referred to as "LLPMMG").

WITNESSETH:

WHEREAS, Loma Linda University Medical Center (LLUMC), Loma Linda Preventive Medicine Medical Group (LLPMMG) and San Bernardino County (COUNTY) Center for Employee Health and Wellness (THE CENTER) acknowledge a public obligation to contribute to the education of Physicians (Residents) for the benefit of the Residents and for community needs; and

WHEREAS, the LLUMC has established a program for Physicians (Residents) which requires the educational facilities of THE CENTER in clinical practice; and

WHEREAS, THE CENTER has clinical facilities suitable for the educational needs of the LLUMC program of Physicians (Residents); and

WHEREAS, it is to the mutual benefit of both the LLUMC and THE CENTER that Residents use the clinical facilities of THE CENTER for their clinical education.

THEREFORE, the following Agreement is effected by the proper authorizing bodies of all parties, each in independent status from the other. The Agreement is to be governed by the following provisions of cooperative action.

**PART II RESPONSIBILITY AND PRIVILEGES OF THE LLUMC**

- A. LLUMC shall assume full responsibility for offering an educational program eligible for accreditation by the Accreditation Council for Graduate Medical Education.
- B. LLUMC shall submit a monthly invoice to THE CENTER for Resident hours completed the previous month. The invoice will be submitted within ten (10) business days of the end of the preceding month.
- C. LLUMC, with the concurrence of THE CENTER, shall select the time, days and types of clients for the Residents' clinical experience.

- D. LLUMC and THE CENTER staff shall confer at such times as may be mutually agreeable for the purpose of interpreting, discussing and evaluating the clinical instruction program.
- E. LLUMC shall notify residents that they are responsible for:
  - 1. Following the policies and procedures of THE CENTER.
  - 2. Assuming responsibility for personal illnesses.
  - 3. Maintaining confidentiality of client information.
  - 4. Maintaining standards of safety, health, dress and ethical behavior as set by the LLUMC and THE CENTER.
- F. LLUMC shall certify to THE CENTER that Residents are in compliance with Health Examination and immunization standards, which include Hepatitis B screening and immunization (with consent of Resident) and annual Tuberculosis screening.
- G. LLUMC shall certify to THE CENTER that Residents have a current license to practice as a physician and surgeon in the State of California, a current DEA number, and are current in CPR.

### **PART III RESPONSIBILITY AND PRIVILEGES OF THE LLPMMG**

- A. LLPMMG will provide an orientation period, during which Physician faculty can become familiar with THE CENTER's policies, practices, and facilities before instructing residents there. Faculty will be responsible for learning and observing policies and regulations of both the LLUMC and THE CENTER as they apply to the circumstances of clinical teaching.
- B. LLPMMG Physician Faculty will plan, develop, implement, and be responsible for all clinical instruction and evaluation of LLUMC residents.
- C. LLPMMG Physician Faculty will develop clinical objectives for using THE CENTER clinical areas to meet the educational goals of the curriculum. The objectives shall be made available to THE CENTER prior to the beginning of the clinical rotation and may be subject to revision in instances of conflict with THE CENTER's client care policies.

### **PART IV RESPONSIBILITIES AND PRIVILEGES OF THE CENTER**

- A. THE CENTER will designate a staff member who will serve as coordinator of Resident programs for all educational use of THE CENTER facilities. Provision will be made for a meeting between designated CENTER staff and faculty members at least annually.
- B. THE CENTER shall provide the physical facilities and equipment necessary to conduct the clinical education.
- C. THE CENTER shall permit faculty and residents reasonable use of its parking facilities.
- D. THE CENTER shall cooperate with the LLUMC and LLPMMG in orienting faculty and residents to the policies, procedures and practices of THE CENTER.

- E. THE CENTER shall have ultimate responsibility for client care, and shall not decrease the normal number of staff as the result of assignment of Residents in the clinical area.
- F. THE CENTER shall pay for Resident training at the rate of: Resident I - n/a, Resident II - \$19.58 per hour and Resident III - \$20.32 per hour. The hourly rate includes cost of salary and benefits. The Center may participate in Resident training not to exceed a total of 1,040 hours per fiscal year.
- G. THE CENTER staff may participate in Resident education at the request of faculty. Such participation shall be voluntary and shall not interfere with assigned duties.
- H. THE CENTER may request the LLUMC to withdraw from the Clinical Experience Program any Instructor or Resident who THE CENTER determines is not performing satisfactory or does not follow the policies, procedures, or practices of THE CENTER. Such a request shall be in writing and contain reason or reasons for THE CENTER's request of withdrawal. Notwithstanding anything else in this Agreement, THE CENTER may exclude any Resident from participating in the Clinical Affiliation Program under this Agreement at its sole discretion. However, the LLUMC remains responsible for determining issues relative to the Resident's continuing enrollment in the program at LLUMC.
- I. THE CENTER may resolve any problem situation in favor of the patient's welfare and restrict the Resident involved to the observer role until the staff in charge and the instructor can clarify the incident.
- J. THE CENTER shall permit its Physicians to be visited by representatives from the Accreditation Council for Graduate Medical Education for the purpose of accreditation.
- K. THE CENTER shall, on any day when the Residents are participating in the clinical experience program at THE CENTER's facilities, provide to Residents and Faculty emergency health care or first aid for accidents occurring on its facilities. THE CENTER shall not be financially responsible for such care.

## **PART V LIABILITY STATUS OF THE CONTRACTING AGENCIES**

- A. The LLUMC warrants that its officers and employees are covered up to \$1,000,000 per occurrence for liability including that of bodily injury, personal injury, professional liability and property damage. The LLUMC acknowledges that Residents are employees of the LLUMC for purposes of this Agreement.
- B. Indemnification. The LLUMC agrees to indemnify, defend and hold harmless the COUNTY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement resulting from the negligent acts, errors or omissions of the LLUMC, its employees, residents, or authorized agents, except where such indemnification is prohibited by law. The COUNTY agrees to give the LLUMC notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

The COUNTY agrees to indemnify, defend, and hold harmless the LLUMC, its employees, residents, and authorized agents from any and all claims, actions, losses, damages, and/or

liability arising out of this Agreement resulting from the negligent acts, errors or omissions of the COUNTY, its authorized officers, employees, agents, or volunteers. The LLUMC agrees to give the COUNTY notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

Without in anyway affecting the indemnity herein provided and in addition thereto, the LLUMC shall secure and maintain throughout the Agreement the following types of insurance or self-insurance with limits as shown:

1. Worker's Compensation. A program of Worker's Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the LLUMC and all risks to such persons under this Agreement.
2. Comprehensive General and Automobile Liability Insurance. This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage or not less than one million dollars (\$1,000,000).

Additional Named Insured. All policies, except for the Worker's Compensation, General Liability, Auto Liability, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the COUNTY and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

Waiver of Subrogation Rights. LLUMC shall require the carriers of the above required coverages to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, contractors and subcontractors.

Policies Primary and Non-Contributory. All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by THE COUNTY.

Proof of Coverage. LLUMC shall immediately furnish certificates of coverage to the COUNTY department administering the Agreement evidencing the coverage, including endorsements above required prior to the commencement of the performance of services hereunder, which certificates shall provide that such coverage shall not be terminated or expire without thirty (30) days written notice to the Department, and LLUMC shall maintain such insurance or self-insurance from the time LLUMC commences performance of services hereunder until the completion of such services. LLUMC shall make available for inspection or review by the COUNTY or its authorized representatives certified copies of all insurance policies and trust documents upon which LLUMC relies in providing the required coverage upon demand.

Insurance Review. The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interest of the COUNTY. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage

limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of the past claims against the COUNTY, inflation, or any other item reasonably related to the COUNTY's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. LLUMC agrees to execute any such amendment within thirty (30) days of receipt.

- C. In the event the COUNTY and/or LLUMC is found to be comparatively at fault for any claim, action loss or damage which results from their respective obligations under this Agreement, the COUNTY and/or LLUMC shall indemnify the other to the extent of its comparative fault.

#### PART VI DURATION OF AGREEMENT

- A. The term of this Agreement shall begin on the 31<sup>st</sup> day of August 1999 and is subject to an annual review by both parties with automatic renewal unless otherwise terminated or amended. This Agreement may be cancelled by either party upon ninety (90) days written notice. This Agreement can be amended by written agreement of both parties.
- B. This Agreement may be terminated in less than ninety (90) days, but no less than thirty (30) days if, in THE CENTER's, LLUMC's or LLUMC's preventive medicine faculty's judgment, there is noncompliance on the other's part in enforcing the basis and purpose of this Agreement.

COUNTY OF SAN BERNARDINO

LOMA LINDA UNIVERSITY  
MEDICAL CENTER

► \_\_\_\_\_  
Jon D. Mikels, Chairman, Board of Supervisors  
Dated: \_\_\_\_\_

By ► \_\_\_\_\_  
Name Daniel Giang, M.D.

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Vice President/  
Title Director of Medical Education

Clerk of the Board of Supervisor  
of the County of San Bernardino.

Dated: \_\_\_\_\_

By \_\_\_\_\_  
*Deputy*

Address P.O. Box 2000  
Loma Linda, CA 92354

LOMA LINDA  
PREVENTIVE MEDICINE MEDICAL GROUP

By \_\_\_\_\_

Name: Richard Hart, MD

President, Loma Linda  
Title: Preventive Medicine Medical Group

Dated: \_\_\_\_\_

Address: LLU Room A589  
Loma Linda, CA 92354

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|---|---|---|
| Approved as to Legal Form<br>►<br>_____<br>County Counsel<br>Date _____ | Approved as to Affirmative Action<br>►<br>_____<br>Date _____ | Reviewed for Processing<br>►<br>_____<br>Agency Administrator/CAO<br>Date _____ |
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